



VIA: USPS Certified Mail
Shipping Event: 1st

May 16, 2012

William Sackrey and Sandra Sackrey
DBA: S K's Kennel
27338 Highway F
Brookfield, MO 64628

SETTLEMENT AGREEMENT

Re: Reference number MO10110-AC

Dear Mr. and Mrs. Sackrey:

We believe that you violated the Animal Welfare Act, 7 U.S.C. § 2131 *et seq.* ("AWA"), as described in the enclosed Settlement Agreement. Our agency, the Animal and Plant Health Inspection Service (APHIS), is responsible for enforcing the AWA to ensure the welfare of animals.

Violations of the AWA can have serious and costly impacts, detrimental to animals and the public interest. After providing you with an opportunity for a hearing, we may pursue civil penalties of up to \$10,000, or other sanctions, for each violation described in this Settlement Agreement. However, instead of pursuing a civil penalty or other sanctions at this time, we are offering you the opportunity to resolve this matter by agreeing to meet the terms specified in the enclosed Settlement Agreement.

What are the terms of the Settlement Agreement?

Briefly, the Settlement Agreement provides that APHIS will not initiate formal enforcement action for the alleged violations outlined in the Settlement Agreement, if:

1. You agree to a revocation of your AWA license, and permanent disqualification from obtaining an AWA license in the future.
2. You agree to sell, donate, and/or transfer ownership of your dogs within 12 weeks from the date you sign the Settlement Agreement. You will need to request a one-time exemption from the licensing requirements to disperse your dogs if you 1) do not currently hold a license, or 2) disperse them after signing this Settlement Agreement. You may also request an exemption to retain a reasonable number of dogs that are your personal pets. To request an exemption, you should contact Laura Blanton with Animal Care's Western Regional Office at (970) 494-7458.



3. You agree to allow Animal Care to take an inventory of the animals currently present at your facility. You also agree to allow Animal Care to confirm that you have sold, donated, and transferred ownership of your dogs (other than dogs for which you request an exemption) within the 12-week period, by allowing Animal Care to take an inventory of the animals present at your facility and providing Animal Care with ownership transfer records.
4. You acknowledge that the Secretary has jurisdiction over activities governed by the AWA and waive your right to a hearing in this matter.
5. You agree that your failure to comply with the terms of the Settlement Agreement will void the Settlement Agreement, and allow APHIS to pursue any and all remedies and sanctions.

The above is a summary of the terms in the Settlement Agreement. You should review the Settlement Agreement in its entirety.

When must I respond?

If you agree to meet the terms of the Settlement Agreement, sign the Settlement Agreement and send it to our office by **June 22, 2012**: USDA, APHIS, IES MO10110-AC, 4700 River Road, Unit 85, Riverdale, MD 20737-1234. We reserve the right to withdraw the Settlement Agreement if you fail to comply with any of the terms.

What are my other options?

- If you do not agree with the terms of the Settlement Agreement, you may submit a written request for a hearing, with your Reference Number, to our office by **June 22, 2012**: USDA, APHIS, IES MO10110-AC, 4700 River Road, Unit 85, Riverdale, MD 20737-1234.
- Alternatively, if you are interested in resolving this matter by paying a monetary civil penalty instead of agreeing to the terms specified in the Settlement Agreement, please call our office using the telephone numbers below.

What happens if I fail to respond?

If we do not receive your signed Settlement Agreement or request for a hearing by June 22, 2012, we will forward this matter to our Office of the General Counsel for litigation.



United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services

Reference Number: MO10110-AC
Issuance Date: May 16, 2012
Version: Final

What should I do if I need help?

If you have any questions concerning this letter, contact Kelly Briscoe at (301) 851-2755, or call our main office at (301) 851-2948.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Huttenlocker", written over a faint, circular official stamp.

Robert J. Huttenlocker
Director
Investigative and Enforcement Services



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and William Sackrey and Sandra Sackrey, doing business as S K's Kennel, with reference to the following facts:

1. At all times mentioned herein, William Sackrey and Sandra Sackrey operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 27338 Highway F, Brookfield, MO 64628.

2. APHIS has documented evidence of William Sackrey and Sandra Sackrey's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of William Sackrey and Sandra Sackrey's failure to provide adequate veterinary care, housing, husbandry, exercise and identification for all dogs, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.50, 3.1, 3.8, and 3.11).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and William Sackrey and Sandra Sackrey have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. William Sackrey and Sandra Sackrey admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.

6. William Sackrey and Sandra Sackrey consent and agree to the following:

a. William Sackrey and Sandra Sackrey agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises, regardless of ownership, within twelve (12) weeks from the date they sign this Settlement Agreement.



b. Animal Care will, upon written request, grant an exemption for William Sackrey and Sandra Sackrey to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where they live allow them to keep the animals.

c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that William Sackrey and Sandra Sackrey hold at the time they sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at William Sackrey and Sandra Sackrey's facility to determine their existing inventory of animals, and Animal Care shall take a second inventory of the animals present at William Sackrey and Sandra Sackrey's facility within twelve (12) weeks from the date William Sackrey and Sandra Sackrey sign this Settlement Agreement to verify compliance with paragraph (a) above. William Sackrey and Sandra Sackrey shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventories. William Sackrey and Sandra Sackrey shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date they sign this Settlement Agreement.

e. As of the date William Sackrey and Sandra Sackrey sign this Settlement Agreement, AWA license 43-A-3865 is hereby revoked.

f. William Sackrey and Sandra Sackrey and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal



Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 27338 Highway F, Brookfield, MO 64628.

7. William Sackrey and Sandra Sackrey consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against William Sackrey and Sandra Sackrey based upon the non-compliant items documented at 27338 Highway F, Brookfield, MO 64628, in connection with animal welfare investigation MO10110-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of William Sackrey and Sandra Sackrey's agreements and actions described in paragraph 6 above, and the promises and admissions of William Sackrey and Sandra Sackrey set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against William Sackrey and Sandra Sackrey in connection with the alleged AWA violations documented in animal welfare investigation MO10110-AC.

APHIS and William Sackrey and Sandra Sackrey warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services

Reference Number: MO10110-AC
Issuance Date: May 16, 2012
Version: Final

William Sackrey and Sandra Sackrey

Signature:

Date: 5/25/12

Signature:

Date: 5/25/12

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature:

Robert J. Hickenlocher

Director

Investigative and Enforcement Services

Animal and Plant Health Inspection Service

United States Department of Agriculture

JUN 12 2012

Date: _____

